

**ORIGINAL**

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 13 SYMANTEC CORPORATION

14 UNITED STATES DISTRICT COURT FOR THE  
 15 SOUTHERN DISTRICT OF CALIFORNIA

**VIA FAX**

2007 JAN 19 PM 1:05

CLERK US DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIABY WQ DEPUTY**'07 CV 0126****WQH AJB**

11 SYMANTEC CORPORATION,

12 Plaintiff,

13 vs.

14  
 15 GLOBAL IMPACT, INC., a Florida  
 16 Corporation, doing business as  
 17 www.global-impact.com, Global  
 18 Impact, Global Impact Inc. Distribution,  
 19 and Global Impact Corporation;  
 20 JOSEPH CRISTINA, an individual; and  
 21 DOES 1-10, inclusive,

22 Defendants.

Case No.

**COMPLAINT FOR:**

- (1) TRADEMARK INFRINGEMENT
- (2) LANHAM ACT § 43(a)
- (3) COPYRIGHT INFRINGEMENT
- (4) FRAUD
- (5) TRAFFICKING IN COUNTERFEIT LABELS, DOCUMENTATION AND/OR PACKAGING (18 U.S.C. § 2318)
- (6) UNFAIR COMPETITION (Cal. B&P § 17200, et seq.)
- (7) COMMON LAW UNFAIR COMPETITION
- (8) STATE LAW FALSE ADVERTISING
- (9) INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE
- (10) NEGLIGENT INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE

**JURY TRIAL DEMANDED**

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1                                    **SUBJECT MATTER JURISDICTION AND VENUE**

2            1.        This Court has subject matter jurisdiction over the claims in this  
3 action which relate to copyright, trademark and federal unfair competition laws  
4 pursuant to the provisions of 15 U.S.C. §1121, 28 U.S.C. §1338 and 28 U.S.C.  
5 §1331.

6            2.        This Court has supplemental jurisdiction over the claims in this  
7 complaint which arise under the statutory and common law of the State of  
8 California pursuant to 28 U.S.C. §1367(a), since the state law claims are so related  
9 to the federal claims that they form part of the same case or controversy and derive  
10 from a common nucleus of operative facts.

11           3.        Venue is proper in this Court pursuant to 28 U.S.C. §1391(b). The  
12 plaintiff alleges on information and belief that software that is the subject of this  
13 complaint was mailed to customers in the Southern District of California. The  
14 infringing products which are the subject of this litigation were distributed and/or  
15 offered for distribution in the Southern District of California, and the claims  
16 alleged in this action arose in the Southern District of California.

17                                    **PARTIES**

18           4.        Plaintiff Symantec Corporation ("Plaintiff" or "Symantec") is, and at  
19 all times herein mentioned was, a corporation organized and existing under the  
20 laws of the State of Delaware, and qualified to do business in California.  
21 Symantec's corporate offices are in California, including corporate headquarters in  
22 the San Francisco bay area and offices in the counties of Los Angeles and San  
23 Diego, California.

24           5.        Plaintiff is informed and believes and on that basis alleges that  
25 defendant GLOBAL IMPACT, INC. ("Global") is a Florida corporation that  
26 sometimes does business under the fictitious business names "www.global-  
27 impact.com," "Global Impact," "Global Impact Inc. Distribution" and "Global  
28 Impact Corporation."

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1           6.     Plaintiff is informed and believes and on that basis alleges that  
2 defendant Joseph Cristina ("Cristina") is an individual with his principal residence  
3 and his principal business address in the state of Florida, who sometimes does  
4 business under the fictitious business names "www.global-impact.com," "Global  
5 Impact," "Global Impact Inc. Distribution" and "Global Impact Corporation."

6           7.     Plaintiff is informed and believes and on that basis alleges that  
7 defendant Cristina is the owner, operator and manager of defendant Global.

8           8.     Plaintiff is informed and believes and on that basis alleges that  
9 defendant Cristina owns all the capital stock of defendant Global, holds every  
10 office of Global, and is the sole director of Global.

11          9.     Plaintiff is informed and believes and on that basis alleges that  
12 defendant Cristina is personally aware of, and has authorized, approved, ratified,  
13 participated in, and instigated the wrongful conduct set forth in this complaint.

14          10.    Plaintiff is informed and believes and on that basis alleges that  
15 defendant Cristina, in his capacity as the owner of Global, is personally aware of,  
16 and has authorized, approved, ratified, participated in, and instigated the wrongful  
17 conduct set forth in this complaint.

18          11.    Plaintiff is unaware of the true names and capacities of the defendants  
19 sued herein under the fictitious names DOE 1 - DOE 10, inclusive. Plaintiff will  
20 seek leave to amend to state the true names and capacities of such defendants  
21 when such information is ascertained.

22          12.    At all times material herein, each of the defendants was the agent,  
23 employee, and/or representative of each of the remaining defendants, and, in doing  
24 the things alleged herein, was acting within the scope of such agency,  
25 employment, or representation.

26          13.    Plaintiff is informed and believes and on that basis alleges that there  
27 exists, and at all times relevant hereto there existed, a unity of interest and  
28 ownership between Global and Cristina such that any individuality and

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1 separateness of Global ceased or never existed, and Global is the alter ego of  
2 Cristina.

3 14. Plaintiff is informed and believes and on that basis alleges that  
4 defendant Cristina created and continues to use Global to shield him from liability  
5 for the actions complained of in this complaint.

6 15. Plaintiff is informed and believes and on that basis alleges that  
7 Cristina has and continues to: commingle and fail to segregate Global's funds and  
8 other assets from his own; treat assets nominally belonging to Global as his own;  
9 and share a unity of ownership, control and management with Global.

10 16. Plaintiff is informed and believes and on that basis alleges that Global  
11 has inadequate capitalization and functions as a mere shell and/or conduit for the  
12 business ventures of Cristina such that any activities attributed to the former are in  
13 fact activities of the latter, and that Cristina uses Global as a subterfuge designed  
14 to avoid liability for the wrongful conduct attributable to himself as alleged  
15 throughout this complaint.

16 17. Adherence to the fiction of the existence of defendant Global as an  
17 entity separate and distinct from defendant Cristina would permit an abuse of the  
18 corporation and/or limited liability company privilege and would promote  
19 injustice and fraud in that it would enable defendant Cristina to continue to  
20 commit the actions complained of in this complaint while shielding himself from  
21 liability by use of the insolvent Global.

#### 22 **CENTRAL ALLEGATIONS OF WRONGDOING**

23 18. Plaintiff manufactures and distributes software for personal  
24 computers.

25 19. Plaintiff has produced several different versions of its Norton  
26 SystemWorks ("NSW") products, including NSW 2003 and NSW 2003  
27 Professional Edition and annual revisions of both versions. The most recent NSW  
28 products include Norton SystemWorks 2005, Norton SystemWorks 2005 Premier

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1 Edition, Norton SystemWorks 2006, and Norton SystemWorks 2006 Premier  
2 Edition.

3 20. Each NSW product consists of a suite of several popular and useful  
4 software programs, including but not limited to: Norton AntiVirus; Norton  
5 Utilities; Norton CleanSweep; Roxio's GoBack; and Norton Ghost. NSW also is  
6 distributed with the "LiveUpdate" feature as alleged elsewhere in this Complaint.

7 21. Plaintiff also manufactures stand-alone versions of some of the  
8 software products bundled together in its NSW product. One popular product is  
9 Norton AntiVirus. Plaintiff has manufactured several versions of Norton  
10 AntiVirus for distribution and sale as separate products with their own disks and  
11 distinctive retail packaging, including but not limited to Norton AntiVirus 2003,  
12 Norton AntiVirus 2003 Professional Edition, and revised versions denominated  
13 2004, 2005, and 2006.

14 22. Symantec also manufactures pcAnywhere, with which computer users  
15 can remotely perform certain functions on computers. Symantec has manufactured  
16 several versions of pcAnywhere, including but not limited to pcAnywhere  
17 versions 10.5, 11.0 and 11.5.

18 23. Symantec also manufactures Norton Internet Security, including but  
19 not limited to Norton Internet Security Family Edition and Norton Internet  
20 Security versions 2003, 2004, 2005 and 2006 versions.

21 24. Symantec also manufactures Symantec AntiVirus Small Business  
22 Edition, an anti-virus program.

23 25. Symantec also manufactures WinFax Pro 10.0, a program that enables  
24 computer users to send and receive faxes.

25 26. Symantec also manufactures LiveUpdate, a computer software  
26 program available by subscription which enables users of certain Symantec  
27 software products to receive updates via downloads during the period of the  
28 subscription. LiveUpdate is included in several Norton and/or Symantec products.

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1           27. Symantec requires that all genuine, authorized copies of its software  
2 be accompanied with certain labeling, documentation and/or packaging. Among  
3 other things, the distinctive labeling, documentation and/or packaging provides  
4 assurances to consumers that they have purchased genuine Norton and/or  
5 Symantec software.

6           28. Some of Symantec's software products are distributed with serial  
7 numbers, which Symantec refers to as "product keys." The product key is  
8 necessary to "activate" a Symantec software product during or shortly after  
9 installation. Generally, the software will operate for only a short period if it is  
10 installed without activation with the product key.

11           29. A genuine product key may be used by a purchaser of genuine Norton  
12 and/or Symantec software to obtain certain technical services, upgrades, and  
13 renewals. Without an authorized and properly registered product key, Symantec  
14 may refuse to provide such benefits to the holder of purported Norton and/or  
15 Symantec software, in part because the lack of a proper product key is strong  
16 evidence the software is counterfeit.

17           30. The product keys also provide assurances to consumers that they have  
18 purchased genuine Norton and/or Symantec software.

19           31. The defendants advertise merchandise for sale, including software  
20 represented to be produced by Plaintiff.

21           32. In 2004 Plaintiff began receiving information that the defendants  
22 were marketing, distributing and selling software, bearing the Norton and  
23 Symantec trademarks and logos, but which was neither produced by Plaintiff nor  
24 authorized by Plaintiff to be produced or sold. Plaintiff alleges on information and  
25 belief that customers who purchased such software believed it to be produced by  
26 Plaintiff, and were confused and misled by the defendants' marketing, labeling,  
27 and sale of software using Plaintiff's trademarks.

28           33. In or about March 2005 through May 2005, Plaintiff, through its

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1 agents, purchased copies of Symantec's software, as described below, by placing  
2 orders from products listed on the defendants' website at www.global-impact.com.

3 34. On or about March 9, 2005, Plaintiff, through its agents, purchased  
4 several copies of Symantec's Norton AntiVirus 2004 from the defendants.

5 35. The defendants sent discs marked with the Symantec name and logo  
6 and the name "Norton AntiVirus 2004," designed to look like a genuine Symantec  
7 product.

8 36. The product was shipped as a bare disc in a sleeve, without any retail  
9 box, instruction manual or other packaging materials.

10 37. Symantec inspected the disc and determined that it was counterfeit,  
11 and was neither produced by Symantec nor authorized by Symantec to be  
12 produced by any other person or entity.

13 38. On or about March 9, 2005, Plaintiff, through its agents, purchased  
14 several copies of Symantec's Norton AntiVirus 2005 from the defendants.

15 39. The defendants sent discs marked with the Symantec name and logo  
16 and the name "Norton AntiVirus 2005," designed to look like genuine Symantec  
17 products.

18 40. The products were shipped as bare discs in sleeves, without any retail  
19 box, instruction manual or other packaging materials.

20 41. Symantec inspected the discs and determined that they are  
21 counterfeit, and were neither produced by Symantec nor authorized by Symantec  
22 to be produced by any other person or entity.

23 42. On or about April 25, 2005, Plaintiff, through its agents, purchased  
24 several copies of Symantec's Norton AntiVirus 2003 from the defendants.

25 43. The defendants sent discs marked with the Symantec name and logo  
26 and the name "Norton AntiVirus 2003," designed to look like genuine Symantec  
27 products.

28 44. The products were shipped as bare discs in sleeves, without any retail

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1 box, instruction manual or other packaging materials.

2 45. Symantec inspected the discs and determined that they are  
3 counterfeit, and were neither produced by Symantec nor authorized by Symantec  
4 to be produced by any other person or entity.

5 46. On or about May 31, 2005, Plaintiff, through its agents, purchased  
6 several copies of Symantec's Norton AntiVirus 2003 from the defendants.

7 47. The defendants sent discs marked with the Symantec name and logo  
8 and the name "Norton AntiVirus 2003," designed to look like a genuine Symantec  
9 product.

10 48. The products were shipped as bare discs in sleeves, without any retail  
11 box, instruction manual or other packaging materials.

12 49. Symantec inspected the discs and determined that they are  
13 counterfeit, and were neither produced by Symantec nor authorized by Symantec  
14 to be produced by any other person or entity.

15 50. On or about May 31, 2005, Plaintiff, through its agents, purchased  
16 several copies of Symantec's Norton AntiVirus 2004 from the defendants.

17 51. The defendants sent discs marked with the Symantec name and logo  
18 and the name "Norton AntiVirus 2004," designed to look like a genuine Symantec  
19 product.

20 52. The products were shipped as bare discs in sleeves, without any retail  
21 box, instruction manual or other packaging materials.

22 53. Symantec inspected the discs and determined that they are  
23 counterfeit, and were neither produced by Symantec nor authorized by Symantec  
24 to be produced by any other person or entity.

25 54. On or about May 31, 2005, Plaintiff, through its agents, purchased  
26 several copies of Symantec's Norton AntiVirus 2005 from the defendants.

27 55. The defendants sent discs marked with the Symantec name and logo  
28 and the name "Norton AntiVirus 2005," designed to look like a genuine Symantec

1 product.

2 56. The products were shipped as bare discs in sleeves, without any retail  
3 box, instruction manual or other packaging materials.

4 57. Symantec inspected the discs and determined that they are  
5 counterfeit, and were neither produced by Symantec nor authorized by Symantec  
6 to be produced by any other person or entity.

7 58. On or about May 31, 2005, Plaintiff, through its agents, purchased  
8 several copies of Symantec's pcAnywhere 11.0 from the defendants.

9 59. The defendants sent discs marked with the Symantec name and logo  
10 and the name "pcAnywhere 11.0," designed to look like a genuine Symantec  
11 product.

12 60. The products were shipped as bare discs in sleeves, without any retail  
13 box, instruction manual or other packaging materials.

14 61. Symantec inspected the discs and determined that they are  
15 counterfeit, and were neither produced by Symantec nor authorized by Symantec  
16 to be produced by any other person or entity.

17 62. On or about May 10, 2005, Plaintiff notified defendants in writing  
18 that the defendants were selling counterfeit copies of Norton and Symantec  
19 software products, and demanded that they immediately cease and desist from  
20 such wrongful and infringing conduct.

21 63. On or about May 12, 2005, Plaintiff again notified defendants in  
22 writing that the defendants were selling counterfeit copies of Norton and  
23 Symantec software products, and demanded that they immediately cease and desist  
24 from such wrongful and infringing conduct.

25 64. Despite the two May 2005 notices, the defendants continued to sell  
26 and distribute counterfeit Norton and Symantec products, as alleged throughout  
27 this complaint.

28 65. On or about June 2, 2006, the Plaintiff again notified the defendants

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1 in writing that they were selling counterfeit Norton and/or Symantec software  
2 products, and demanded that they immediately cease and desist from such  
3 wrongful and infringing conduct.

4 66. The defendants promised to cooperate with Plaintiff's investigation.

5 67. Although the defendants promised to cooperate, the defendants did  
6 little or nothing to cooperate with the Plaintiff's investigation. Moreover, despite  
7 the additional June 2, 2006 notice, the defendants have continued to sell and  
8 distribute counterfeit Norton and Symantec products, as alleged throughout this  
9 complaint.

10 68. Plaintiff is informed and believes and on that basis alleges that  
11 defendants fraudulently promised to cooperate in order to induce the Plaintiff to  
12 refrain from pursuing legal remedies against the defendants. Moreover, the  
13 defendants hoped to buy time in which they could continue to sell counterfeit  
14 Norton and Symantec products while misrepresenting to the Plaintiff that they had  
15 stopped selling counterfeit products.

16 69. Despite the Plaintiff's notices, defendants have failed and refused to  
17 cease their infringing activities. Instead, defendants have chosen to willfully  
18 ignore the Plaintiff's rights, and to wrongfully profit by willfully and intentionally  
19 continuing to market and sell counterfeit products using the Plaintiff's name,  
20 service marks and intellectual property owned by Plaintiff.

21 70. Plaintiff is informed and believes and on that basis alleges that  
22 defendants sell unauthorized copies of Plaintiff's software with counterfeit  
23 product key codes. The unauthorized copies of Plaintiff's software do not  
24 legitimately entitle purchasers to install or use the software, or to obtain technical  
25 support, upgrades or renewals. Plaintiff is informed and believes and on that basis  
26 alleges that such consumers are less likely to purchase genuine Norton and/or  
27 Symantec products in the future.

28 71. Defendants sell illegal counterfeit copies of Plaintiff's software.

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1 Defendants falsely represent to potential buyers that the software defendants sell is  
 2 manufactured by Plaintiff. The software defendants deliver to purchasers bears  
 3 the Symantec name and trademarks, but is neither produced by Plaintiff Symantec  
 4 nor produced under Plaintiff Symantec's authorization or any Symantec license.

5 72. Plaintiff is informed and believes, and on that basis alleges, that  
 6 defendants marketed, sold and delivered counterfeit Norton and/or Symantec  
 7 software with which the purchasers or recipients of such software themselves  
 8 produced infringing copies of Plaintiff's copyrighted works by installing the  
 9 counterfeit programs on their computers. As part of that installation process, each  
 10 of those purchasers produces unauthorized copies of Plaintiff's copyrighted works  
 11 with each such installation.

## 12 **FIRST CLAIM FOR RELIEF**

### 13 **[Trademark Infringement**

### 14 **Lanham Act, 15 U.S.C. § 1051 - 1157]**

### 15 **(Against All Defendants)**

16 73. Paragraphs 1 through 72 are incorporated by this reference as though  
 17 set forth herein in full.

18 74. Plaintiff registered the name "Symantec" in the United States Patent  
 19 and Trademark Office on April 21, 1992, registration number 1683688. Plaintiff  
 20 owns the trademark, which continues to be in full force and effect.

21 75. Plaintiff registered the name "Norton SystemWorks" in the United  
 22 States Patent and Trademark Office on September 11, 2001, registration number  
 23 2488092. Plaintiff owns the trademark, which continues to be in full force and  
 24 effect.

25 76. Plaintiff registered the name "Norton AntiVirus" in the United States  
 26 Patent and Trademark Office on March 16, 1993, registration number 1758084.  
 27 Plaintiff owns the trademark, which continues to be in full force and effect.

28 77. The name "Ghost" was registered in the United States Patent and

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1 Trademark Office on November 28, 1978, registration number 1107115. Plaintiff  
2 owns the trademark, which continues to be in full force and effect.

3 78. Plaintiff registered the name "LiveUpdate" in the United States Patent  
4 and Trademark Office on May 4, 1999, registration number 2243057. Plaintiff  
5 owns the trademark, which continues to be in full force and effect.

6 79. The name "GoBack" was registered in the United States Patent and  
7 Trademark Office on August 17, 1999, registration number 2271088. The  
8 GoBack trademark has been used in commerce since December 1998. Plaintiff  
9 Symantec owns the trademark, which continues to be in full force and effect.

10 80. The name "Norton Utilities" was registered in the United States  
11 Patent and Trademark Office on October 18, 1988, registration number 1508960.  
12 Plaintiff owns the trademark, which continues to be in full force and effect.

13 81. The name "pcAnywhere" was registered in the United States Patent  
14 and Trademark Office on July 13, 1993, registration number 1781148. Plaintiff  
15 owns the trademark, which continues to be in full force and effect.

16 82. From and after the date of registration of each of its trademarks,  
17 Plaintiff has used the trademarks continuously to identify its products. Plaintiff  
18 markets, distributes and sells software under those trademarks in California,  
19 throughout the United States, and in foreign countries.

20 83. Plaintiff is informed and believes and on that basis alleges that at all  
21 times relevant to the matters alleged in this complaint, the defendants knew that  
22 the names "Symantec," "SystemWorks," "Norton AntiVirus," "Ghost,"  
23 "pcAnywhere," and other trademarks were registered trademarks, owned by  
24 Plaintiff. Plaintiff is informed and believes and on that basis alleges that, despite  
25 that knowledge, defendants intentionally continued to infringe Plaintiff's  
26 trademarks by advertising, marketing, selling and delivering software bearing  
27 Plaintiff Symantec's names and trademarks, designed to look like Plaintiff  
28 Symantec's software.

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1           84. Defendants, in violation of 15 U.S.C. § 1114, use in commerce  
2 reproductions, counterfeits, copies, or colorable imitations of Plaintiff's registered  
3 marks in connection with the sale, offering for sale, distribution, or advertising of  
4 software designed to look like Plaintiff's software but which is neither genuine  
5 Symantec software nor authorized by Symantec for distribution or sale. Such  
6 unauthorized counterfeit copies are likely to cause confusion, or to cause mistake,  
7 or to deceive, and have caused actual confusion, mistake and/or deception among  
8 consumers who purchase defendants' products mistakenly believing they are  
9 genuine, authorized versions of Plaintiff's products.

10           85. Plaintiff is informed and believes and on that basis alleges that  
11 defendants, in violation of 15 U.S.C. § 1114, reproduce, counterfeit, copy, or  
12 colorably imitate Plaintiff's registered marks and apply such reproduction,  
13 counterfeit, copy, or colorable imitation to labels, CDs, packages, and/or  
14 advertisements intended to be used in commerce upon or in connection with the  
15 sale, offering for sale, distribution, or advertising of software designed to look like  
16 Plaintiff's software but which is neither genuine Symantec software nor authorized  
17 by Symantec for distribution or sale. Such unauthorized counterfeit copies are  
18 likely to cause confusion, or to cause mistake or to deceive, and have caused  
19 actual confusion, mistake and/or deception among consumers who purchase  
20 defendants' products mistakenly believing they are genuine, authorized versions  
21 of Plaintiff's products.

22           86. Plaintiff is informed and believes and on that basis alleges that  
23 defendants use Plaintiff's trademarks in interstate commerce by: (1) advertising  
24 defendants' products bearing the Plaintiff's trademarks on the internet; and  
25 (2) shipping counterfeit copies of Plaintiff's software in interstate commerce.  
26 Defendants' use of Plaintiff's trademarks on defendants' products has misled and  
27 confused consumers as to the source and quality of defendants' products.

28           87. Plaintiff is informed and believes and on that basis alleges that as a

1 proximate result of the defendants' use of Plaintiff's trademarks, defendants have  
2 taken unfair advantage of Plaintiff's research, development, advertising,  
3 marketing, and consumer recognition of the Symantec name and logo, the Norton  
4 name, Norton System Works, pcAnywhere, Norton AntiVirus, LiveUpdate, Ghost,  
5 Norton Internet Security and other trademarks. Plaintiff is informed and believes  
6 and on that basis alleges that defendants have sold substantial amounts of software  
7 using Plaintiff's trademarks, and have thereby enjoyed substantial profits, which  
8 Plaintiff believes are in excess of \$5,000,000.

9 88. Plaintiff is informed and believes and on that basis alleges that unless  
10 restrained by this Court, defendants will continue to infringe Plaintiff's  
11 trademarks, thereby creating numerous claims against defendants and multiple  
12 proceedings, and that monetary compensation cannot provide Plaintiff with  
13 adequate relief for the damage caused by defendants to Plaintiff's trademarks,  
14 consumer recognition, and public confidence in Plaintiff's products.

15 89. Defendants' actions, if not restrained, will continue to cause  
16 irreparable harm to Plaintiff, for which Plaintiff has no adequate remedy at law.  
17 Defendants misrepresent their own products as those manufactured by Plaintiff.  
18 Plaintiff is informed and believes, and on that basis alleges, that consumers who  
19 purchase defendants' products, believing they have purchased Plaintiff's software,  
20 will not purchase the genuine software from Plaintiff. Plaintiff has permanently  
21 lost such consumers as customers, and has permanently lost the profits Plaintiff is  
22 entitled to under its trademarks.

23 90. Plaintiff is informed and believes, and on that basis alleges, that if  
24 defendants' products do not work properly, defendants' actions have further  
25 caused irreparable harm to Plaintiff's name and reputation, because defendants  
26 market and sell their products bearing false reproductions of Plaintiff's  
27 trademarks.  
28

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**SECOND CLAIM FOR RELIEF**

**[False Designation of Origin — Lanham Act § 43(a)]**

**(Against All Defendants)**

91. Paragraphs 1 through 90 are incorporated by this reference as though set forth herein in full.

92. Plaintiff has marketed, advertised and promoted its software under the names and logos "Symantec," "Norton System Works," "Norton AntiVirus," "pcAnywhere," "LiveUpdate," "Ghost," "Norton CleanSweep," "Norton Internet Security," "Symantec AntiVirus Small Business Edition," and other names and logos. As a result of this marketing, advertising and promotion, Plaintiff's names and logos have come to mean and are understood to mean Plaintiff's products, and are the means by which Plaintiff's products are distinguished from other software in the United States and worldwide.

93. Because of Plaintiff's long, continuous and exclusive use of the names and logos as described in this complaint, Plaintiff's names and logos have acquired secondary meaning and are associated by both the software industry and the public with Plaintiff's products.

94. Defendants' activities in advertising and/or promoting their software bearing Plaintiff's names, logos, trademarks and counterfeit serial numbers or product keys constitute false designation of origin, false description, and a false representation that defendants' software originates from or is sponsored, approved or authorized by Plaintiff. Thus, defendants' activities constitute violations of Section 43(a) of the Lanham Trademark Act, 15 U.S.C. § 1125(a).

95. Plaintiff is informed and believes and on that basis alleges that defendants have sold numerous counterfeit copies of Plaintiff's software, and have thereby enjoyed substantial profits, which plaintiff believes are in excess of \$5,000,000.

96. As a result of the foregoing, Plaintiff has been damaged in an amount

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1 which has not been precisely ascertained, but which will be alleged by amendment  
2 at such time when it is precisely ascertained.

3 97. The activities of defendants have caused and will cause irreparable  
4 harm to Plaintiff for which Plaintiff has no adequate remedy at law in that (1) if  
5 defendants' wrongful conduct continues, consumers are likely to become further  
6 confused as to the ownership and/or affiliations of defendants' products; (2) the  
7 infringement by defendants constitutes an interference with Plaintiff's goodwill  
8 and customer relationships; and (3) defendants' wrongful conduct, and the  
9 damages resulting to Plaintiff, are continuing. Accordingly, Plaintiff is entitled to  
10 preliminary and permanent injunctive relief.

11 98. Defendants have committed the acts alleged above with previous  
12 knowledge of Plaintiff's prior use and superior rights to its names and logos, and  
13 with previous knowledge of the reputation of Plaintiff's products.

14 99. Further, defendants' actions were for the willful and calculated  
15 purpose of attracting customers to their products based upon the good will of  
16 Plaintiff's name and business reputation, so as to mislead and deceive purchasers  
17 and the public. Defendants' actions have caused and/or are likely to cause  
18 confusion and mistake among purchasers and the public as to the ownership or  
19 association of their products, all to defendants' gain and Plaintiff's damage.

20 100. Plaintiff is also entitled to recovery of attorneys' fees and costs of suit  
21 pursuant to 15 U.S.C. § 1117.

### 22 **THIRD CLAIM FOR RELIEF**

23 **[Copyright Infringement**

24 **17 U.S.C. § 501]**

25 **(Against All Defendants)**

26 101. Paragraphs 1 through 100 are incorporated by this reference as  
27 though set forth herein in full.

28 102. Plaintiff designed, created, developed and owns or licenses software,

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1 including each of the software programs included in the various versions of NSW,  
2 which constitute the original work of Plaintiff.

3 103. Plaintiff designed, created, developed and owns or licenses the  
4 software contained in pcAnywhere, which constitutes the original work of  
5 Plaintiff.

6 104. Plaintiff designed, created, developed and owns or licenses the  
7 software contained in Norton Internet Security, which constitutes the original  
8 work of Plaintiff.

9 105. Plaintiff designed, created, developed and owns or licenses the  
10 software contained in Symantec AntiVirus Small Business Edition, which  
11 constitutes the original work of Plaintiff.

12 106. Plaintiff complied with all laws governing copyright and secured the  
13 exclusive rights and privileges in and to the copyrights of Norton AntiVirus,  
14 Norton Utilities, Norton CleanSweep, Norton Ghost, pcAnywhere, Norton Internet  
15 Security, and other software.

16 107. Plaintiff has produced copies of the software in compliance with all  
17 copyright laws, whether by producing copies itself or under license to third  
18 parties.

19 108. Defendants infringed Plaintiff's copyrights by marketing, selling and  
20 delivering software largely, if not entirely, copied from Plaintiff's software.

21 109. Plaintiff informed defendants that Plaintiff owned both the trademark  
22 and the copyright for the software defendants have infringed.

23 110. Plaintiff informed defendants that defendants were infringing  
24 Plaintiff's trademarks and copyrights.

25 111. Despite that warning, defendants, and each of them, continue to  
26 advertise, market, sell and deliver counterfeit copies of Plaintiff's software,  
27 knowing that the discs they deliver are counterfeits and infringing on Plaintiff's  
28 copyrights. These actions have caused and continue to cause irreparable injury to

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1 Plaintiff by inducing Plaintiff's prospective customers to purchase software from  
2 defendants instead of from Plaintiff, and by misleading consumers as to the source  
3 of the software.

4 112. At least from and after early 2004, defendants have been producing,  
5 marketing, selling and delivering counterfeit copies of Plaintiff's software, in  
6 violation and derogation of Plaintiff's copyrights on such software, thereby  
7 engaging in unfair trade practices and unfair competition against Plaintiff, causing  
8 irreparable damage to Plaintiff.

9 113. Plaintiff is informed and believes and on that basis alleges that as a  
10 proximate result of the defendants' marketing, selling and delivering counterfeit  
11 copies of Plaintiff's software, defendants have taken unfair advantage of  
12 Plaintiff's research, development, advertising, marketing, and consumer  
13 recognition of the copyrighted content of the software sold by Plaintiff. Plaintiff  
14 is informed and believes and on that basis alleges that defendants have sold  
15 numerous counterfeit copies of Plaintiff's software, and have thereby enjoyed  
16 substantial profits, which Plaintiff believes are in excess of \$5,000,000.

17 114. Defendants' actions, if not restrained, will continue to cause  
18 irreparable harm to Plaintiff, for which Plaintiff has no adequate remedy at law.  
19 Defendants misrepresent their own products as those manufactured by Plaintiff.  
20 Plaintiff is informed and believes, and on that basis alleges, that consumers who  
21 purchase defendants' products, believing they have purchased Plaintiff's software,  
22 will not purchase the genuine software from Plaintiff. Plaintiff has permanently  
23 lost such consumers as customers, and has permanently lost the profits Plaintiff is  
24 entitled to under its copyrights.

#### 25 **FOURTH CLAIM FOR RELIEF**

26 **[Fraud]**

27 **(Against all Defendants)**

28 115. Paragraphs 1 through 114 are incorporated by this reference as

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1 though set forth herein in full.

2 116. Plaintiff is informed and believes and on that basis alleges that  
3 defendants intentionally misrepresented to the Plaintiff that they had ceased  
4 infringing the Plaintiff's trademarks and copyrights and had ceased selling and  
5 distributing counterfeit Norton and Symantec products, knowing that such  
6 misrepresentations were false at the time they were made.

7 117. Plaintiff is informed and believes and on that basis alleges that  
8 defendants intended such misrepresentations to induce the Plaintiff, in reliance  
9 thereon, to refrain from taking immediate legal action to force the defendants to  
10 stop selling and distributing counterfeit Norton and Symantec software products,  
11 so that the defendants could continue to receive illegal gains and profits from such  
12 sales.

13 118. Plaintiff in fact delayed commencing legal action in reasonable  
14 reliance on the defendants' promises to cooperate and to provide information  
15 concerning their suppliers, invoices and sales.

16 119. Plaintiff suffered damages as a result of the defendants' intentional  
17 misrepresentations.

18 120. Plaintiff is informed and believes and on that basis alleges that  
19 defendants, in their marketing and advertising and on their internet web sites, have  
20 deliberately misrepresented to consumers that the products sold are Symantec  
21 and/or Norton products, knowing that they are not.

22 121. Plaintiff is informed and believes and on that basis alleges that  
23 defendants intend that consumers will communicate those misrepresentations to  
24 Plaintiff in order to obtain customer service and updates or upgrades on terms and  
25 conditions that are available only to owners of genuine, authorized Symantec  
26 and/or Norton software products.

27 122. Plaintiff is informed and believes and on that basis alleges that  
28 defendants make those misrepresentations intending that Plaintiff will act in

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1 reasonable reliance thereon, including but not limited to by providing customer  
2 service and updates or upgrades to purchasers of defendants' products on terms  
3 and conditions that are available only to owners of genuine, authorized Symantec  
4 and/or Norton software products.

5 123. Plaintiff has justifiably relied on the misrepresentations of defendants  
6 in that, on information and belief, Plaintiff has provided customer service and  
7 updates or upgrades to some purchasers of defendants' products as if those  
8 consumers had purchased genuine Symantec and/or Norton software products.

9 124. Plaintiff has suffered damages as a proximate result of the  
10 defendants' wrongful acts in an amount as yet undetermined, but in an amount that  
11 will be proven at trial.

12 125. Defendants' conduct was and continues to be oppressive, fraudulent  
13 and malicious. Accordingly, Plaintiff is entitled to punitive damages in an amount  
14 to be proven at trial.

#### 15 **FIFTH CLAIM FOR RELIEF**

16 **[Civil Action for Trafficking in Counterfeit Labels, Documentation  
17 and/or Packaging in Violation of 18 U.S.C. § 2318]**

18 **(Against All Defendants)**

19 126. Paragraphs 1 through 125 are incorporated by this reference as  
20 though set forth herein in full.

21 127. Plaintiff is informed and believes and on that basis alleges that  
22 defendants knowingly and without Plaintiff's authorization distribute and/or  
23 intend for distribution labels, packaging, and/or documentation, including but not  
24 limited to counterfeit serial numbers or product keys, without the genuine,  
25 authorized copies of Plaintiff's software that Plaintiff intended such labels,  
26 packaging and/or documentation to accompany.

27 128. Plaintiff is informed and believes and on that basis alleges that  
28 defendants have in their custody and/or control substantial quantities of software

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1 that defendants intend to distribute as Symantec and/or Norton software, in  
2 violation of 18 U.S.C. § 2318(a).

3 129. Defendants' actions, if not restrained, will continue to cause  
4 irreparable harm to Plaintiff, for which Plaintiff has no adequate remedy at law.

5 130. Plaintiff has suffered damages as a proximate result of the  
6 defendants' wrongful acts in an amount as yet undetermined, but in an amount that  
7 will be proven at trial.

8 131. Defendants' conduct was and continues to be oppressive, fraudulent  
9 and malicious. Accordingly, Plaintiff is entitled to punitive damages in an amount  
10 to be proven at trial.

11 132. Plaintiff is also entitled to recovery of attorneys' fees and costs of suit  
12 pursuant to 18 U.S.C. § 2318(f).

### 13 **SIXTH CLAIM FOR RELIEF**

#### 14 **[Unfair Competition**

#### 15 **Calif. B&P Code § 17200, et seq.]**

#### 16 **(Against all Defendants)**

17 133. Paragraphs 1 through 132 are incorporated by this reference as  
18 though set forth herein in full.

19 134. The wrongful acts by defendants, as alleged throughout this  
20 complaint, constitute unlawful, unfair or fraudulent business acts and/or practices  
21 and unfair, deceptive, untrue or misleading statements and advertising in violation  
22 of California Business and Professions Code ("B&P") § 17200.

23 135. As a result of irreparable injuries to Plaintiff caused by defendants'  
24 actions for which Plaintiff has no adequate remedy at law, defendants' acts  
25 constituting unfair competition should be enjoined, and the Court should make  
26 such orders or judgments as may be necessary to prevent the use of any practice  
27 which constitutes unfair competition under B&P § 17203.

28 136. Under B&P § 17203, and in addition to, or in lieu of, the damages

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1 Plaintiff has sustained to its business and reputation as a result of defendants'  
2 actions, Plaintiff seeks as damages restitution and/or disgorgement of the profits  
3 that defendants have made by virtue of their acts of unfair competition, in an  
4 amount as yet undetermined but as shall be proven at trial.

5 **SEVENTH CLAIM FOR RELIEF**

6 **[Common Law Unfair Competition]**

7 **(Against all Defendants)**

8 137. Paragraphs 1 through 136 are incorporated by this reference as  
9 though set forth herein in full.

10 138. Defendants have pirated the fruits of Plaintiff's labor and are  
11 "palming off" those fruits as their own.

12 139. Due to defendants' acts of unfair competition, trade dress  
13 infringement, and deception, buyers of counterfeit software sold by defendants  
14 under the Norton and/or Symantec label have been deceived as to the source,  
15 approval and/or sponsorship of defendants' software, believing they are  
16 purchasing software manufactured by Plaintiff when in fact they are not.

17 140. As a result of defendants' acts of unfair competition, Plaintiff has lost  
18 sales and profits in an amount as yet undetermined but in an amount that will be  
19 proven at trial.

20 141. Defendants' conduct was and continues to be oppressive, fraudulent  
21 and malicious. Accordingly, Plaintiff is entitled to punitive damages in an amount  
22 to be proven at trial.

23 **EIGHTH CLAIM FOR RELIEF**

24 **[False Advertising**

25 **Calif. B&P Code §§ 17500, 17200]**

26 **(Against all Defendants)**

27 142. Paragraphs 1 through 141 are incorporated by this reference as  
28 though set forth herein in full.

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1 143. Plaintiff is informed and believes, and on that basis alleges, that  
 2 defendants included descriptions of Plaintiff's software, pictures of Plaintiff's  
 3 software and depictions of Plaintiff's trademarks and logos in their advertising  
 4 materials.

5 144. Plaintiff is informed and believes, and on that basis alleges, that  
 6 defendants also used language and phrases copied from Plaintiff's advertising  
 7 literature in their advertising materials, which were disseminated to the public.

8 145. The descriptions, pictures, depictions, language and phrases  
 9 constitute untrue or misleading statements and advertising in violation of B&P  
 10 § 17500 in that they suggest the software for sale in the defendants' advertising is  
 11 software manufactured by Plaintiff, when, in truth, what is being sold is  
 12 defendants' inferior products.

13 146. The false and misleading statements and advertising also constitute  
 14 practices that serve as a predicate for a B&P § 17200 violation, and Plaintiff  
 15 separately alleges a violation of B&P § 17200.

16 147. As a result of defendants' actions, Plaintiff has been damaged in an  
 17 amount as yet undetermined, but in an amount that will be proven at trial.

18 148. Defendants' conduct was and continues to be oppressive, fraudulent  
 19 and malicious. Accordingly, Plaintiff is entitled to punitive damages in an amount  
 20 to be proven at trial.

### 21 **NINTH CLAIM FOR RELIEF**

#### 22 **[Intentional Interference with Prospective Economic Advantage]**

#### 23 **(Against all Defendants)**

24 149. Paragraphs 1 through 148 are incorporated by this reference as  
 25 though set forth herein in full.

26 150. This count arises under the unfair competition laws of the State of  
 27 California.

28 151. Plaintiff has over the years developed a large base of customers and

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1 institutions who purchase Plaintiff's products. Plaintiff has also developed a  
 2 substantial and valuable economic relationship with its products, software  
 3 including but not limited to Norton AntiVirus, pcAnywhere, Norton Internet  
 4 Security, and Symantec AntiVirus Small Business Edition.

5 152. Defendants contacted Plaintiff's actual and prospective customers  
 6 with the intent to deprive Plaintiff of those customers' business. Those customers  
 7 then purchased products from defendants rather than from Plaintiff. Defendants  
 8 also interfered with Plaintiff's relationship with its products by marketing and  
 9 distributing inferior and confusing counterfeit and/or knock-off versions.

10 153. As a proximate result of defendants' conduct, Plaintiff suffered  
 11 damages in a sum in excess of \$5,000,000.

12 154. The acts of defendants were willful and malicious. Plaintiff is  
 13 therefore entitled to punitive damages in an amount not less than \$5,000,000.  
 14 Unless restrained, defendants will continue to solicit Plaintiff's customers and  
 15 money damages could not afford adequate relief.

#### 16 **TENTH CLAIM FOR RELIEF**

17 **[Negligent Interference with Prospective Economic Advantage]**

18 **(Against all Defendants)**

19 155. Paragraphs 1 through 154 are incorporated by this reference as  
 20 though set forth herein in full.

21 156. This count arises under the unfair competition laws of the State of  
 22 California.

23 157. Plaintiff has over the years developed a large base of customers and  
 24 institutions who purchase Plaintiff's products. Plaintiff has also developed a  
 25 substantial and valuable economic relationship with its products, software  
 26 including but not limited to Norton AntiVirus, pcAnywhere, Norton Internet  
 27 Security, and Symantec AntiVirus Small Business Edition.

28 158. Defendants have a duty to use due care to refrain from wrongful

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1 actions that would interfere with Plaintiff's prospective economically  
 2 advantageous relationships with Plaintiff's existing customers, potential  
 3 customers, and products.

4 159. Defendants breached their duties by soliciting Plaintiff's existing  
 5 and/or potential customers for the purpose of selling to them products bearing  
 6 Plaintiff's trademarks but which defendant knew or should have known were  
 7 counterfeit. Those customers then purchased counterfeit products from defendants  
 8 rather than genuine Symantec products from Plaintiff. Defendants also interfered  
 9 with Plaintiff's relationship with its products by marketing confusing knock-off  
 10 versions when defendants should have known those versions were counterfeit.

11 160. As a proximate result of defendants' conduct, Plaintiff suffered  
 12 damages in a sum in excess of \$5,000,000.

### 13 PRAYER

14 WHEREFORE, Plaintiff prays for judgment as follows:

15 I. On the First Claim for Relief for Trademark Infringement (Lanham Act, 15  
 16 U.S.C. § 1051 - 1157):

17 A. That defendants, their officers, agents, and servants, and all persons  
 18 acting in concert with them, be temporarily restrained, preliminarily  
 19 enjoined during the pendency of this action, and permanently  
 20 enjoined thereafter from engaging in further acts of:

- 21 1. using photos of Plaintiff's products or depictions of Plaintiff's
- 22 products or logos in defendants' advertising;
- 23 2. advertising, selling, licensing, or otherwise marketing or
- 24 distributing defendants' pirated copies of Plaintiff's software,
- 25 or any product configuration similar to Plaintiff's products;
- 26 3. using language and phrases contained in Plaintiff's advertising
- 27 literature in defendants' advertising;
- 28 4. contacting, soliciting, directing advertisements to, or in any

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other manner using any information about any consumer to whom defendants have sold, distributed, delivered and/or directed advertising for Norton and/or Symantec products or counterfeit Norton and/or Symantec products; and

5. selling, licensing, or otherwise marketing or distributing unauthorized copies of Plaintiff's software with counterfeit serial numbers or product keys.

- B. That defendants be required to turn over to Plaintiff (1) all their existing inventory of purported Norton and/or Symantec products, (2) all labels, packages, documentation and/or serial numbers (product keys) for purported Norton and/or Symantec products, and (3) the names, addresses, telephone numbers, e-mail addresses and other information concerning any and all consumers to whom defendants have sold, distributed, delivered and/or directed advertising for Norton and/or Symantec products or counterfeit Norton and/or Symantec products.
- C. That defendants pay to Plaintiff the damages Plaintiff has sustained as a consequence of their conduct.
- D. That defendants be required to account for and pay over to Plaintiff all the profits which they have derived from their wrongful activities and to pay such damages to Plaintiff as to this Court shall appear just and proper.
- E. That defendants pay to Plaintiff punitive and/or treble damages for their intentional and willful wrongful acts.
- F. That, upon election by Plaintiff, Defendants be required to pay the maximum allowable amount of statutory damages for their willful infringement of Plaintiff's trademarks.
- G. That Plaintiff recover its costs and reasonable attorneys' fees.

1 H. That Plaintiff recover prejudgment interest under 15 USC § 1117(b)  
2 commencing on the date of service of this Complaint.

3 I. That Plaintiff have such other and further relief as to this Court shall  
4 appear just and proper.

5 II. On the Second Claim for Relief for False Designation of Origin — Lanham  
6 Act § 43(a):

7 A. That defendants, their officers, agents, and servants, and all persons  
8 acting in concert with them, be temporarily restrained, preliminarily  
9 enjoined during the pendency of this action, and permanently  
10 enjoined thereafter from engaging in further acts of:

- 11 1. using photos of Plaintiff's products or depictions of Plaintiff's  
12 products or logos in defendants' advertising;
- 13 2. advertising, selling, licensing, or otherwise marketing or  
14 distributing defendants' pirated copies of Plaintiff's software,  
15 or any product configuration similar to Plaintiff's products;
- 16 3. using language and phrases contained in Plaintiff's advertising  
17 literature in defendants' advertising;
- 18 4. contacting, soliciting, directing advertisements to, or in any  
19 other manner using any information about any consumer to  
20 whom defendants have sold, distributed, delivered and/or  
21 directed advertising for Norton and/or Symantec products or  
22 counterfeit Norton and/or Symantec products; and
- 23 5. selling, licensing, or otherwise marketing or distributing  
24 unauthorized copies of Plaintiff's software with counterfeit  
25 serial numbers or product keys.

26 B. That defendants be required to turn over to Plaintiff (1) all their  
27 existing inventory of purported Norton and/or Symantec products,  
28 (2) all labels, packages, documentation and/or serial numbers

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(product keys) for purported Norton and/or Symantec products, and (3) the names, addresses, telephone numbers, e-mail addresses and other information concerning any and all consumers to whom defendants have sold, distributed, delivered and/or directed advertising for Norton and/or Symantec products or counterfeit Norton and/or Symantec products.

- C. That defendants pay to Plaintiff the damages Plaintiff has sustained as a consequence of their conduct.
- D. That defendants be required to account for and pay over to Plaintiff all the profits which they have derived from their wrongful activities and to pay such damages to Plaintiff as to this Court shall appear just and proper.
- E. That defendants pay to Plaintiff punitive and/or treble damages for their intentional and willful wrongful acts.
- F. That Plaintiff recover its costs and reasonable attorneys' fees.
- G. That Plaintiff recover prejudgment interest under 15 USC § 1117(b) commencing on the date of service of this Complaint.
- H. That Plaintiff have such other and further relief as to this Court shall appear just and proper.

### III. On the Third Claim for Relief for Copyright Infringement:

- A. That defendants, their officers, agents, and servants, and all persons acting in concert with them, be temporarily restrained, preliminarily enjoined during the pendency of this action, and permanently enjoined thereafter from engaging in further acts of:
  1. using photos of Plaintiff's products or depictions of Plaintiff's products or logos in defendants' advertising;
  2. advertising, selling, licensing, or otherwise marketing or distributing defendants' pirated copies of Plaintiff's software,

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- 1 or any product configuration similar to Plaintiff's products;
- 2 3. using language and phrases contained in Plaintiff's advertising
- 3 literature in defendants' advertising;
- 4 4. contacting, soliciting, directing advertisements to, or in any
- 5 other manner using any information about any consumer to
- 6 whom defendants have sold, distributed, delivered and/or
- 7 directed advertising for Norton and/or Symantec products or
- 8 counterfeit Norton and/or Symantec products; and
- 9 5. selling, licensing, or otherwise marketing or distributing
- 10 unauthorized copies of Plaintiff's software with counterfeit
- 11 serial numbers or product keys.
- 12 B. That defendants be required to turn over to Plaintiff (1) all their
- 13 existing inventory of purported Norton and/or Symantec products,
- 14 (2) all labels, packages, documentation and/or serial numbers
- 15 (product keys) for purported Norton and/or Symantec products, and
- 16 (3) the names, addresses, telephone numbers, e-mail addresses and
- 17 other information concerning any and all consumers to whom
- 18 defendants have sold, distributed, delivered and/or directed
- 19 advertising for Norton and/or Symantec products or counterfeit
- 20 Norton and/or Symantec products.
- 21 C. That defendants pay to Plaintiff the damages Plaintiff has sustained as
- 22 a consequence of their conduct.
- 23 D. That defendants be required to account for and pay over to Plaintiff
- 24 all the profits which they have derived from their wrongful activities
- 25 and to pay such damages to Plaintiff as to this Court shall appear just
- 26 and proper.
- 27 E. That, upon election by Plaintiff, defendants be required to pay the
- 28 maximum allowable amount of statutory damages for their willful

1 infringement of Plaintiff's copyrights.

2 F. That Plaintiff recover its costs and reasonable attorneys' fees.

3 G. That Plaintiff have such other and further relief as to this Court shall  
4 appear just and proper.

5 IV. On the Fourth Claim for Relief for Fraud:

6 A. That defendants, their officers, agents, and servants, and all persons  
7 acting in concert with them, be temporarily restrained, preliminarily  
8 enjoined during the pendency of this action, and permanently  
9 enjoined thereafter from engaging in further acts of:

- 10 1. using photos of Plaintiff's products or depictions of Plaintiff's  
11 products or logos in defendants' advertising;
- 12 2. advertising, selling, licensing, or otherwise marketing or  
13 distributing defendants' pirated copies of Plaintiff's software,  
14 or any product configuration similar to Plaintiff's products;
- 15 3. using language and phrases contained in Plaintiff's advertising  
16 literature in defendants' advertising;
- 17 4. contacting, soliciting, directing advertisements to, or in any  
18 other manner using any information about any consumer to  
19 whom defendants have sold, distributed, delivered and/or  
20 directed advertising for Norton and/or Symantec products or  
21 counterfeit Norton and/or Symantec products; and
- 22 5. selling, licensing, or otherwise marketing or distributing  
23 unauthorized copies of Plaintiff's software with counterfeit  
24 serial numbers or product keys.

25 B. That defendants be required to turn over to Plaintiff (1) all their  
26 existing inventory of purported Norton and/or Symantec products,  
27 (2) all labels, packages, documentation and/or serial numbers  
28 (product keys) for purported Norton and/or Symantec products, and

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(3) the names, addresses, telephone numbers, e-mail addresses and other information concerning any and all consumers to whom defendants have sold, distributed, delivered and/or directed advertising for Norton and/or Symantec products or counterfeit Norton and/or Symantec products.

C. That defendants pay to Plaintiff the damages Plaintiff has sustained as a consequence of their conduct.

D. That defendants be required to account for and pay over to Plaintiff all the profits which they have derived from their wrongful activities and to pay such damages to Plaintiff as to this Court shall appear just and proper.

E. That defendants pay to Plaintiff punitive damages for their intentional and willful wrongful acts.

F. That Plaintiff recover its costs and reasonable attorneys' fees.

G. That Plaintiff have such other and further relief as to this Court shall appear just and proper.

V. On the Fifth Claim for Relief for Trafficking in Counterfeit Labels, Documentation and/or Packaging in Violation of 18 U.S.C. § 2318:

A. That defendants, their officers, agents, and servants, and all persons acting in concert with them, be temporarily restrained, preliminarily enjoined during the pendency of this action, and permanently enjoined thereafter from engaging in further acts of:

1. using photos of Plaintiff's products or depictions of Plaintiff's products or logos in defendants' advertising;
2. advertising, selling, licensing, or otherwise marketing or distributing defendants' pirated copies of Plaintiff's software, or any product configuration similar to Plaintiff's products;
3. using language and phrases contained in Plaintiff's advertising

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- 1 literature in defendants' advertising;
- 2 4. contacting, soliciting, directing advertisements to, or in any
- 3 other manner using any information about any consumer to
- 4 whom defendants have sold, distributed, delivered and/or
- 5 directed advertising for Norton and/or Symantec products or
- 6 counterfeit Norton and/or Symantec products; and
- 7 5. selling, licensing, or otherwise marketing or distributing
- 8 unauthorized copies of Plaintiff's software with counterfeit
- 9 serial numbers or product keys.
- 10 B. That defendants be required to turn over to Plaintiff (1) all their
- 11 existing inventory of purported Norton and/or Symantec products,
- 12 (2) all labels, packages, documentation and/or serial numbers
- 13 (product keys) for purported Norton and/or Symantec products, and
- 14 (3) the names, addresses, telephone numbers, e-mail addresses and
- 15 other information concerning any and all consumers to whom
- 16 defendants have sold, distributed, delivered and/or directed
- 17 advertising for Norton and/or Symantec products or counterfeit
- 18 Norton and/or Symantec products.
- 19 C. That Defendants pay to Plaintiff the damages Plaintiff has sustained
- 20 as a consequence of their conduct.
- 21 D. That defendants be required to turn over to the Court all copies of
- 22 software bearing or containing the Norton or Symantec name,
- 23 label(s), trademark(s), logo(s), documentation, and/or authorization
- 24 codes purporting to indicate genuine and/or authorized Norton and/or
- 25 Symantec products.
- 26 E. That defendants be required to account for and pay over to Plaintiff
- 27 all the profits which they have derived from their wrongful activities.
- 28 F. That Defendants be required to pay over to Plaintiff the Plaintiff's

1 actual damages as provided in 18 U.S.C. § 2318(f)(3).

2 G. That defendants pay to Plaintiff punitive damages for their intentional  
3 and willful wrongful acts.

4 H. That Plaintiff recover its costs and reasonable attorneys' fees.

5 I. That Plaintiff have such other and further relief as to this Court shall  
6 appear just and proper.

7 VI. On the Sixth Claim for Relief for Unfair Competition (Calif. B&P Code  
8 § 17200, *et seq.*):

9 A. That defendants, their officers, agents, and servants, and all persons  
10 acting in concert with them, be temporarily restrained, preliminarily  
11 enjoined during the pendency of this action, and permanently  
12 enjoined thereafter from engaging in further acts of:

- 13 1. using photos of Plaintiff's products or depictions of Plaintiff's  
14 products or logos in defendants' advertising;
- 15 2. advertising, selling, licensing, or otherwise marketing or  
16 distributing defendants' pirated copies of Plaintiff's software,  
17 or any product configuration similar to Plaintiff's products;
- 18 3. using language and phrases contained in Plaintiff's advertising  
19 literature in defendants' advertising;
- 20 4. contacting, soliciting, directing advertisements to, or in any  
21 other manner using any information about any consumer to  
22 whom defendants have sold, distributed, delivered and/or  
23 directed advertising for Norton and/or Symantec products or  
24 counterfeit Norton and/or Symantec products; and
- 25 5. selling, licensing, or otherwise marketing or distributing  
26 unauthorized copies of Plaintiff's software with counterfeit  
27 serial numbers or product keys.

28 B. That defendants be required to turn over to Plaintiff (1) all their

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LOS ANGELES, CALIFORNIA 90017  
(213) 630-5000

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801 SOUTH FIGUEROA STREET, SUITE 1100  
LOS ANGELES, CALIFORNIA 90017  
(213) 630-5000

existing inventory of purported Norton and/or Symantec products,  
(2) all labels, packages, documentation and/or serial numbers  
(product keys) for purported Norton and/or Symantec products, and  
(3) the names, addresses, telephone numbers, e-mail addresses and  
other information concerning any and all consumers to whom  
defendants have sold, distributed, delivered and/or directed  
advertising for Norton and/or Symantec products or counterfeit  
Norton and/or Symantec products.

- C. That defendants be required to account for and pay over to Plaintiff  
all the profits which they have derived from their wrongful activities  
and to pay such damages to Plaintiff as to this Court shall appear just  
and proper.
- D. That Plaintiff recover its costs and reasonable attorneys' fees.
- E. That Plaintiff have such other and further relief as to this Court shall  
appear just and proper.

VII. On the Seventh Claim for Relief for Common Law Unfair Competition:

- A. That defendants, their officers, agents, and servants, and all persons  
acting in concert with them, be temporarily restrained, preliminarily  
enjoined during the pendency of this action, and permanently  
enjoined thereafter from engaging in further acts of:
  - 1. using photos of Plaintiff's products or depictions of Plaintiff's  
products or logos in defendants' advertising;
  - 2. advertising, selling, licensing, or otherwise marketing or  
distributing defendants' pirated copies of Plaintiff's software,  
or any product configuration similar to Plaintiff's products;
  - 3. using language and phrases contained in Plaintiff's advertising  
literature in defendants' advertising;
  - 4. contacting, soliciting, directing advertisements to, or in any

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LOS ANGELES, CALIFORNIA 90017  
(213) 630-5000

other manner using any information about any consumer to whom defendants have sold, distributed, delivered and/or directed advertising for Norton and/or Symantec products or counterfeit Norton and/or Symantec products; and

5. selling, licensing, or otherwise marketing or distributing unauthorized copies of Plaintiff's software with counterfeit serial numbers or product keys.

- B. That defendants be required to turn over to Plaintiff (1) all their existing inventory of purported Norton and/or Symantec products, (2) all labels, packages, documentation and/or serial numbers (product keys) for purported Norton and/or Symantec products, and (3) the names, addresses, telephone numbers, e-mail addresses and other information concerning any and all consumers to whom defendants have sold, distributed, delivered and/or directed advertising for Norton and/or Symantec products or counterfeit Norton and/or Symantec products.
- C. That defendants pay to Plaintiff the damages Plaintiff has sustained as a consequence of their conduct.
- D. That defendants be required to account for and pay over to Plaintiff all the profits which they have derived from their wrongful activities and to pay such damages to Plaintiff as to this Court shall appear just and proper.
- E. That defendants pay to Plaintiff punitive damages for their intentional and willful wrongful acts.
- F. That Plaintiff recover its costs and reasonable attorneys' fees.
- G. That Plaintiff have such other and further relief as to this Court shall appear just and proper.

VIII. On the Eighth Claim for Relief for False Advertising (Calif. B&P Code

1 §§ 17500, 17200):

- 2 A. That defendants, their officers, agents, and servants, and all persons  
3 acting in concert with them, be temporarily restrained, preliminarily  
4 enjoined during the pendency of this action, and permanently  
5 enjoined thereafter from engaging in further acts of:
- 6 1. using photos of Plaintiff's products or depictions of Plaintiff's  
7 products or logos in defendants' advertising;
  - 8 2. advertising, selling, licensing, or otherwise marketing or  
9 distributing defendants' pirated copies of Plaintiff's software,  
10 or any product configuration similar to Plaintiff's products;
  - 11 3. using language and phrases contained in Plaintiff's advertising  
12 literature in defendants' advertising;
  - 13 4. contacting, soliciting, directing advertisements to, or in any  
14 other manner using any information about any consumer to  
15 whom defendants have sold, distributed, delivered and/or  
16 directed advertising for Norton and/or Symantec products or  
17 counterfeit Norton and/or Symantec products; and
  - 18 5. selling, licensing, or otherwise marketing or distributing  
19 unauthorized copies of Plaintiff's software with counterfeit  
20 serial numbers or product keys.
- 21 B. That defendants be required to turn over to Plaintiff (1) all their  
22 existing inventory of purported Norton and/or Symantec products,  
23 (2) all labels, packages, documentation and/or serial numbers  
24 (product keys) for purported Norton and/or Symantec products, and  
25 (3) the names, addresses, telephone numbers, e-mail addresses and  
26 other information concerning any and all consumers to whom  
27 defendants have sold, distributed, delivered and/or directed  
28 advertising for Norton and/or Symantec products or counterfeit

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LOS ANGELES, CALIFORNIA 90017  
(213) 630-5000

Norton and/or Symantec products.

C. That defendants be required to account for and pay over to Plaintiff all the profits which they have derived from their wrongful activities and to pay such damages to Plaintiff as to this Court shall appear just and proper.

D. That Plaintiff recover its costs and reasonable attorneys' fees.

E. That Plaintiff have such other and further relief as to this Court shall appear just and proper.

IX. On the Ninth Claim for Relief for Intentional Interference with Prospective Economic Advantage:

A. That defendants pay to Plaintiff the damages Plaintiff has sustained as a consequence of their conduct.

B. That defendants be required to account for and pay over to Plaintiff all the profits which they have derived from their wrongful activities and to pay such damages to Plaintiff as to this Court shall appear just and proper.

C. That defendants pay to Plaintiff punitive damages for their intentional and willful wrongful acts.

D. That Plaintiff recover its costs and reasonable attorneys' fees.

E. That Plaintiff have such other and further relief as to this Court shall appear just and proper.

X. On the Tenth Claim for Relief for Negligent Interference with Prospective Economic Advantage:

A. That defendants pay to Plaintiff the damages Plaintiff has sustained as a consequence of their conduct.

B. That defendants be required to account for and pay over to Plaintiff all the profits which they have derived from their wrongful activities and to pay such damages to Plaintiff as to this Court shall appear just

1 and proper.

2 C. That Plaintiff recover its costs and reasonable attorneys' fees.

3 D. That Plaintiff have such other and further relief as to this Court shall  
4 appear just and proper.

5 **DEMAND FOR JURY TRIAL**

6 The Plaintiff hereby demands a trial by jury in this action.

7  
8 Dated: January 19, 2007

BAUTE & TIDUS LLP

9  
10 By: 

Patrick M. Maloney  
Attorneys for Plaintiff  
SYMANTEC CORPORATION

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BAUTE & TIDUS LLP  
801 SOUTH FIGUEROA STREET, SUITE 1100  
LOS ANGELES, CALIFORNIA 90017  
(213) 630-5000

JS 44  
(Rev. 07/89)

ORIGINAL

## CIVIL COVER SHEET

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE SECOND PAGE OF THIS FORM.)

## I. (a) PLAINTIFFS

SYMANTEC CORPORATION

## DEFENDANTS

GLOBAL IMPACT, INC. (Florida corporation, d/b/a  
www.global-impact.com, Global Impact, Global  
Impact Inc. Distribution), and Global Impact  
Corporation; JOSEPH KRISTINA, an individual; and  
DOES 1-10, inclusive

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF Santa Clara  
(EXCEPT IN U.S. PLAINTIFF CASES)

COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT San Diego  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE  
TRACT OF LAND INVOLVED.

## (c) ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)

BAUTE & TIDUS LLP  
801 South Figueroa Street  
Suite 1100  
Los Angeles, CA 90017  
(213) 630-5000

## ATTORNEYS (IF KNOWN)

'07 CV 0126

WQH AJB

## II. BASIS OF JURISDICTION (PLACE AN 'X' IN ONE BOX ONLY)

- ☐ 1 U.S. Government Plaintiff  
☐ 2 U.S. Government Defendant  
☒ 3 Federal Question (U.S. Government Not a Party)  
☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

## III. CITIZENSHIP OF PRINCIPAL PARTIES (PLACE AN 'X' IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT)

- |   | PT                         | DEF                        |   | PT                         | DEF                        |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

## IV. CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE.)

DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY.) Trademark infringement, 15 U.S.C. Secs. 1051-1157; copyright infringement, 17 U.S.C. Sec. 501; trafficking in counterfeit labels, etc., 18 U.S.C. Sec. 2318; fraud; unfair competition.

## V. NATURE OF SUIT (PLACE AN "X" IN ONE BOX ONLY)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <b>PERSONAL INJURY</b> <input type="checkbox"/> 362 Personal Injury - Medical Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 620 Copyrights <input type="checkbox"/> 630 Patent <input checked="" type="checkbox"/> 640 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 661 HIA (13958) <input type="checkbox"/> 662 Black Lung (923) <input type="checkbox"/> 663 DWIC/DIWW (405(g)) <input type="checkbox"/> 664 SSID Title XVI <input type="checkbox"/> 665 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 670 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 671 IRS - Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reappointment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 610 Selective Service <input type="checkbox"/> 650 Securities/Commodities/Exchange <input type="checkbox"/> 675 Customer Challenge 12 USC 3410 <input type="checkbox"/> 691 Agricultural Acts <input type="checkbox"/> 692 Economic Stabilization Act <input type="checkbox"/> 693 Environmental Matters <input type="checkbox"/> 694 Energy Allocation Act <input type="checkbox"/> 695 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes <input type="checkbox"/> 990 Other Statutory Actions
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 440 Other Civil Rights	<b>PRISONER PETITIONS</b> <input type="checkbox"/> 510 Motion to Vacate Sentence <b>HABEAS CORPUS:</b> <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Conditions		

## VI. ORIGIN

(PLACE AN "X" IN ONE BOX ONLY)

- ☒ 1 Original Proceeding  
☐ 2 Removal from State Court  
☐ 3 Remanded from Appellate Court  
☐ 4 Reinstated or Reopened  
☐ 5 Transferred from another district (specify)  
☐ 6 Multidistrict Litigation  
☐ 7 Appeal to District Judge from Magistrate Judgment

## VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION DEMAND \$  
UNDER F.R.C.P. 23

CHECK YES only if demanded in complaint:  
JURY DEMAND: ☒ YES ☐ NO

## VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

Docket Number

DATE

SIGNATURE OF ATTORNEY OF RECORD

January 19, 2007

Patrick M. Maloney

134057 su 1/19/07 #350

UNITED STATES  
DISTRICT COURT  
Southern District of California  
San Diego Division

# 134057 - A3  
January 19, 2007

Code	Case #	Qty	Amount
CV006900	3-07-CV-0126		60.00 CH
Judge	- HAYES		
CV006400			100.00 CH
CV510000			190.00 CH

Total-> 350.00

FROM: CIVIL FILING  
SYANTEC CORP V. GLOBAL IMPACT  
RCR 21033  
SH

**ORIGINAL****VIA FAX**

AO 121 (6/90)

<b>TO:</b>  <b>Register of Copyrights Copyright Office Library of Congress Washington, D.C. 20559</b>	<b>REPORT ON THE FILING OR DETERMINATION OF AN ACTION OR APPEAL REGARDING A COPYRIGHT</b>
---	---

In compliance with the provisions of 17 U.S.C. 508, you are hereby advised that a court action or appeal has been filed on the following copyright(s):

<input checked="" type="checkbox"/> <b>ACTION</b> <input type="checkbox"/> <b>APPEAL</b>		<b>COURT NAME AND LOCATION</b> UNITED STATES DISTRICT COURT, SOUTHERN DISTRICT OF CALIFORNIA, 940 Front St., #4290, San Diego, CA 92101
<b>DOCKET NO.</b>	<b>DATE FILED</b>	
<b>PLAINTIFF</b> SYMANTEC CORPORATION		<b>DEFENDANT</b> GLOBAL IMPACT, INC., a Florida corporation, d/b/a www.global-impact.com, Global Impact, Global Impact Inc. Distribution, and Global Impact Corporation; JOSEPH CRISTINA, an individual; and DOES 1-10, inclusive
<b>COPYRIGHT REGISTRATION NO.</b>	<b>TITLE OF WORK</b>	<b>AUTHOR OF WORK</b>
1	SEE ATTACHMENT A	
2		
3		
4		
5		

In the above-entitled case, the following copyright(s) have been included:

<b>DATE INCLUDED</b>	<b>INCLUDED BY</b> <input type="checkbox"/> Amendment <input type="checkbox"/> Answer <input type="checkbox"/> Cross Bill <input type="checkbox"/> Other Pleading			
<b>COPYRIGHT REGISTRATION NO.</b>	<b>TITLE OF WORK</b>		<b>AUTHOR OF WORK</b>	
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In the above-entitled case, a final decision was rendered on the date entered below. A copy of the order or judgment together with the written opinion, if any, of the court is attached.

<b>COPY ATTACHED</b> <input type="checkbox"/> Order <input type="checkbox"/> Judgment	<b>WRITTEN OPINION ATTACHED</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>DATE RENDERED</b>
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<b>CLERK</b>	<b>(BY) DEPUTY CLERK</b>	<b>DATE</b>
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**SYMANTEC CORPORATION v. GLOBAL IMPACT, INC., et al.**

U.S.D.C. Case No. [to be assigned]

Register of Copyrights  
 Copyright Office  
 Library of Congress  
 Washington, D.C. 20559

**ATTACHMENT A TO**  
**REPORT ON THE FILING OR DETERMINATION OF AN ACTION OR APPEAL**  
**REGARDING A COPYRIGHT**

<b>COPYRIGHT REGISTRATION NO.</b>	<b>TITLE OF WORK</b>	<b>AUTHOR OF WORK</b>
TX-4-024-771 TX-4-170-740 TX-4-739-697 TX-4-832-174 TX-4-908-397 TX 5-704-654 TX 5-704-655	Norton AntiVirus, Various Versions	SYMANTEC CORPORATION
TX-3-381-482 TX-4-261-954 TX 6-358-627	pcAnywhere	SYMANTEC CORPORATION

AO 121 (8/80)

<b>TO:</b>  <b>Register of Copyrights Copyright Office Library of Congress Washington, D.C. 20559</b>	<b>REPORT ON THE FILING OR DETERMINATION OF AN ACTION OR APPEAL REGARDING A COPYRIGHT</b>
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<b>DOCKET NO.</b>	<b>DATE FILED</b>	
<b>PLAINTIFF</b> SYMANTEC CORPORATION		<b>DEFENDANT</b> GLOBAL IMPACT, INC., a Florida corporation, d/b/a www.global- impact.com, Global Impact, Global Impact Inc. Distribution, and Global Impact Corporation; JOSEPH CRISTINA, an individ
<b>COPYRIGHT REGISTRATION NO.</b>	<b>TITLE OF WORK</b>	<b>AUTHOR OF WORK</b>
1	SEE ATTACHMENT A	
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<b>COPYRIGHT REGISTRATION NO.</b>	<b>TITLE OF WORK</b>		<b>AUTHOR OF WORK</b>	
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<b>COPY ATTACHED</b> <input type="checkbox"/> Order <input type="checkbox"/> Judgment	<b>WRITTEN OPINION ATTACHED</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>DATE RENDERED</b>
<b>CLERK</b>	<b>(BY) DEPUTY CLERK</b>	<b>DATE</b>

**SYMANTEC CORPORATION v. GLOBAL IMPACT, INC., et al.**

U.S.D.C. Case No. [to be assigned]

Register of Copyrights  
Copyright Office  
Library of Congress  
Washington, D.C. 20559

**ATTACHMENT A TO**  
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**REGARDING A COPYRIGHT**

<b>COPYRIGHT REGISTRATION NO.</b>	<b>TITLE OF WORK</b>	<b>AUTHOR OF WORK</b>
TX-4-024-771 TX-4-170-740 TX-4-739-697 TX-4-832-174 TX-4-908-397 TX 5-704-654 TX 5-704-655	Norton AntiVirus, Various Versions	SYMANTEC CORPORATION
TX-3-381-482 TX-4-261-954 TX 6-358-627	pcAnywhere	SYMANTEC CORPORATION

AO 121 (6/80)

<b>TO:</b>  <b>Register of Copyrights</b> <b>Copyright Office</b> <b>Library of Congress</b> <b>Washington, D.C. 20559</b>	<b>REPORT ON THE</b> <b>FILING OR DETERMINATION OF AN</b> <b>ACTION OR APPEAL</b> <b>REGARDING A COPYRIGHT</b>
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In compliance with the provisions of 17 U.S.C. 508, you are hereby advised that a court action or appeal has been filed on the following copyright(s):

<input checked="" type="checkbox"/> ACTION <input type="checkbox"/> APPEAL		<b>COURT NAME AND LOCATION</b> UNITED STATES DISTRICT COURT, SOUTHERN DISTRICT OF CALIFORNIA, 940 Front St., #4290, San Diego, CA 92101
DOCKET NO.	DATE FILED	
<b>PLAINTIFF</b> SYMANTEC CORPORATION		<b>DEFENDANT</b> GLOBAL IMPACT, INC., a Florida corporation, d/b/a www.global- impact.com, Global Impact, Global Impact Inc. Distribution, and Global Impact Corporation; JOSEPH CRISTINA, an individ

COPYRIGHT REGISTRATION NO.	TITLE OF WORK	AUTHOR OF WORK
1	SEE ATTACHMENT A	
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In the above-entitled case, the following copyright(s) have been included:

DATE INCLUDED	INCLUDED BY			
	<input type="checkbox"/> Amendment	<input type="checkbox"/> Answer	<input type="checkbox"/> Cross Bill	<input type="checkbox"/> Other Pleading
COPYRIGHT REGISTRATION NO.	TITLE OF WORK		AUTHOR OF WORK	
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COPY ATTACHED <input type="checkbox"/> Order <input type="checkbox"/> Judgment	WRITTEN OPINION ATTACHED <input type="checkbox"/> Yes <input type="checkbox"/> No	DATE RENDERED
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CLERK	(BY) DEPUTY CLERK	DATE
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**SYMANTEC CORPORATION v. GLOBAL IMPACT, INC..., et al.**

U.S.D.C. Case No. [to be assigned]

Register of Copyrights  
Copyright Office  
Library of Congress  
Washington, D.C. 20559

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<b>COPYRIGHT REGISTRATION NO.</b>	<b>TITLE OF WORK</b>	<b>AUTHOR OF WORK</b>
TX-4-024-771 TX-4-170-740 TX-4-739-697 TX-4-832-174 TX-4-908-397 TX 5-704-654 TX 5-704-655	Norton AntiVirus, Various Versions	SYMANTEC CORPORATION
TX-3-381-482 TX-4-261-954 TX 6-358-627	pcAnywhere	SYMANTEC CORPORATION

91316.1

*Attachment*  
**SYMANTEC v. GLOBAL IMPACT**

AO 121 (6/90)

<b>TO:</b>  <b>Register of Copyrights Copyright Office Library of Congress Washington, D.C. 20559</b>	<b>REPORT ON THE FILING OR DETERMINATION OF AN ACTION OR APPEAL REGARDING A COPYRIGHT</b>
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<b>DOCKET NO.</b>	<b>DATE FILED</b>	
<b>PLAINTIFF</b> SYMANTEC CORPORATION		<b>DEFENDANT</b> GLOBAL IMPACT, INC., a Florida corporation, d/b/a www.global- impact.com, Global Impact, Global Impact Inc. Distribution, and Global Impact Corporation; JOSEPH CRISTINA, an individ

<b>COPYRIGHT REGISTRATION NO.</b>	<b>TITLE OF WORK</b>	<b>AUTHOR OF WORK</b>
1	SEE ATTACHMENT A	
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In the above-entitled case, the following copyright(s) have been included:

<b>DATE INCLUDED</b>	<b>INCLUDED BY</b> <input type="checkbox"/> Amendment <input type="checkbox"/> Answer <input type="checkbox"/> Cross Bill <input type="checkbox"/> Other Pleading			
<b>COPYRIGHT REGISTRATION NO.</b>	<b>TITLE OF WORK</b>		<b>AUTHOR OF WORK</b>	
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In the above-entitled case, a final decision was rendered on the date entered below. A copy of the order or judgment together with the written opinion, if any, of the court is attached.

<b>COPY ATTACHED</b> <input type="checkbox"/> Order <input type="checkbox"/> Judgment		<b>WRITTEN OPINION ATTACHED</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>DATE RENDERED</b>
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<b>CLERK</b>	<b>(BY) DEPUTY CLERK</b>	<b>DATE</b>

**SYMANTEC CORPORATION v. GLOBAL IMPACT, INC., et al.**

U.S.D.C. Case No. [to be assigned]

Register of Copyrights  
Copyright Office  
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Washington, D.C. 20559

**ATTACHMENT A TO**  
**REPORT ON THE FILING OR DETERMINATION OF AN ACTION OR APPEAL**  
**REGARDING A COPYRIGHT**

<b>COPYRIGHT REGISTRATION NO.</b>	<b>TITLE OF WORK</b>	<b>AUTHOR OF WORK</b>
TX-4-024-771 TX-4-170-740 TX-4-739-697 TX-4-832-174 TX-4-908-397 TX 5-704-654 TX 5-704-655	Norton AntiVirus, Various Versions	SYMANTEC CORPORATION
TX-3-381-482 TX-4-261-954 TX 6-358-627	pcAnywhere	SYMANTEC CORPORATION

91316.1

*Attachment*  
**SYMANTEC v. GLOBAL IMPACT**

AQ 121 (6/90)

<b>TO:</b>  <b>Register of Copyrights Copyright Office Library of Congress Washington, D.C. 20559</b>	<b>REPORT ON THE FILING OR DETERMINATION OF AN ACTION OR APPEAL REGARDING A COPYRIGHT</b>
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In compliance with the provisions of 17 U.S.C. 508, you are hereby advised that a court action or appeal has been filed on the following copyright(s):

<input checked="" type="checkbox"/> ACTION <input type="checkbox"/> APPEAL		<b>COURT NAME AND LOCATION</b> UNITED STATES DISTRICT COURT, SOUTHERN DISTRICT OF CALIFORNIA, 940 Front St., #4290, San Diego, CA 92101
DOCKET NO.	DATE FILED	
<b>PLAINTIFF</b> SYMANTEC CORPORATION		<b>DEFENDANT</b> GLOBAL IMPACT, INC., a Florida corporation, d/b/a www.global- impact.com, Global Impact, Global Impact Inc. Distribution, and Global Impact Corporation; JOSEPH CRISTINA, an individ
<b>COPYRIGHT REGISTRATION NO.</b>	<b>TITLE OF WORK</b>	<b>AUTHOR OF WORK</b>
1	SEE ATTACHMENT A	
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In the above-entitled case, the following copyright(s) have been included:

<b>DATE INCLUDED</b>	<b>INCLUDED BY</b> <input type="checkbox"/> Amendment <input type="checkbox"/> Answer <input type="checkbox"/> Cross Bill <input type="checkbox"/> Other Pleading			
<b>COPYRIGHT REGISTRATION NO.</b>	<b>TITLE OF WORK</b>		<b>AUTHOR OF WORK</b>	
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In the above-entitled case, a final decision was rendered on the date entered below. A copy of the order or judgment together with the written opinion, if any, of the court is attached.

<b>COPY ATTACHED</b> <input type="checkbox"/> Order <input type="checkbox"/> Judgment	<b>WRITTEN OPINION ATTACHED</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>DATE RENDERED</b>
<b>CLERK</b>	<b>(BY) DEPUTY CLERK</b>	<b>DATE</b>

**SYMANTEC CORPORATION v. GLOBAL IMPACT, INC., et al.**

U.S.D.C. Case No. [to be assigned]

Register of Copyrights  
 Copyright Office  
 Library of Congress  
 Washington, D.C. 20559

**ATTACHMENT A TO**  
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TX-3-381-482 TX-4-261-954 TX 6-358-627	pcAnywhere	SYMANTEC CORPORATION

VIA FAX

ORIGINAL

AO 120, (Rev. 3/04)

<b>TO:</b> <b>Mail Stop 8</b> <b>Director of the U.S. Patent and Trademark Office</b> <b>P.O. Box 1450</b> <b>Alexandria, VA 22313-1450</b>	<b>REPORT ON THE</b> <b>FILING OR DETERMINATION OF AN</b> <b>ACTION REGARDING A PATENT OR</b> <b>TRADEMARK</b>
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In Compliance with 35 U.S.C. § 290 and/or 15 U.S.C. § 1116 you are hereby advised that a court action has been filed in the U.S. District Court Southern Dist. - Calif. on the following ☐ Patents or ☒ Trademarks:

DOCKET NO.	DATE FILED	U.S. DISTRICT COURT
<b>PLAINTIFF</b> <b>SYMANTEC CORPORATION</b>		<b>DEFENDANT</b> GLOBAL IMPACT, INC., a Florida corporation, d/b/a www.global-impact.com, Global Impact, Global Impact Inc. Distribution, and Global Impact Corporation; JOSEPH CRISTINA, an individual; and DOES 1-10, inclusive
<b>PATENT OR TRADEMARK NO.</b>	<b>DATE OF PATENT OR TRADEMARK</b>	<b>HOLDER OF PATENT OR TRADEMARK</b>
1		SEE ATTACHMENT A
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In the above-entitled case, the following patent(s)/trademark(s) have been included:

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In the above-entitled case, the following decision has been rendered or judgement issued:

<b>DECISION/JUDGEMENT</b>		
<b>CLERK</b>	<b>(BY) DEPUTY CLERK</b>	<b>DATE</b>

Copy 1—Upon initiation of action, mail this copy to Director Copy 3—Upon termination of action, mail this copy to Director  
 Copy 2—Upon filing document adding patent(s), mail this copy to Director Copy 4—Case file copy

**SYMANTEC CORPORATION v. GLOBAL IMPACT, INC., et al.**

U.S.D.C. Case No. [to be assigned]

**Mail Stop 8****Director of the U.S. Patent and Trademark Office****P.O. Box 1450****Alexandria, VA 22313-1450****ATTACHMENT A TO**  
**REPORT ON THE FILING OR DETERMINATION OF AN**  
**ACTION REGARDING A PATENT OR TRADEMARK**

<b>PATENT OR TRADEMARK NO.</b>	<b>DATE OF PATENT OR TRADEMARK</b>	<b>HOLDER OF PATENT OR TRADEMARK</b>
1107115	November 28, 1978	SYMANTEC CORPORATION
1508960	October 18, 1988	SYMANTEC CORPORATION
1683688	April 21, 1992	SYMANTEC CORPORATION
1758084	March 16, 1993	SYMANTEC CORPORATION
1781148	July 13, 1993	SYMANTEC CORPORATION
1988765	July 23, 1996	SYMANTEC CORPORATION
2243057	May 4, 1999	SYMANTEC CORPORATION
2271088	August 17, 1999	SYMANTEC CORPORATION
2488092	September 11, 2001	SYMANTEC CORPORATION

91316.1

*Attachment*  
**SYMANTEC v. GLOBAL IMPACT**

AO 120 (Rev. 3/04)

<b>TO:                      Mall Stop 8</b> <b>Director of the U.S. Patent and Trademark Office</b> <b>P.O. Box 1450</b> <b>Alexandria, VA 22313-1450</b>	<b>REPORT ON THE</b> <b>FILING OR DETERMINATION OF AN</b> <b>ACTION REGARDING A PATENT OR</b> <b>TRADEMARK</b>
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**SYMANTEC CORPORATION v. GLOBAL IMPACT, INC., et al.**

U.S.D.C. Case No. [to be assigned]

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Attachment  
**SYMANTEC v. GLOBAL IMPACT**

AO 120 (Rev. 3/04)

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U.S.D.C. Case No. [to be assigned]

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